

Hundred Forty and 40/100 Dollars (\$1,540.40) given by said A. R. Havens and Leona E. Havens to the said Home Owners' Loan Corporation, is, together with the debt secured thereby, fully paid, satisfied, cancelled, and discharged, and the Recorder is hereby authorized to discharge the same of record.

IN WITNESS WHEREOF, the said Home Owners' Loan Corporation has caused this instrument to be signed in its corporate name and its corporate seal to be hereunto affixed by its Regional Treasurer hereunto duly authorized by resolution of its Board of Directors, adopted the 27th day of September, 1937, this the 30th day of April, 1943.



HOME OWNERS' LOAN CORPORATION

By E. A. Goodloe, Regional Treasurer.

In the Presence of R. T. Bridges.

STATE OF TENNESSEE)
)ss
COUNTY OF SHELBY)

On this 30th day of April, 1943, before me appeared E. A. Goodloe, to me personally known, who, by me being

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duly sworn did say that he is Regional Treasurer of the Home Owners' Loan Corporation, the corporation named in the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that the instrument was signed, sealed and delivered in behalf of said Corporation by authority of its Board of Directors, and the said E. A. Goodloe acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires: My commission expires Jan. 5, 1947. J. T. Tyler, Notary Public
(SEAL) Shelby County, Tennessee

Filed for Record this 6th day of May, 1943, at 8 o'clock 31 minutes A. M.

RECORDER

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

A F F I D A V I T

Frank Childress, being first duly sworn, upon his oath deposes and states that he is a resident of Joplin, Jasper County, Missouri, and that he purchased on the 22nd day of July, 1936, together with other lands, the following described property situated in Jasper County, Missouri:

All of the South half (S/2) of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) and the East half (E/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Eight (8), Township Twenty-nine (29), Range Thirty-two (32), except three (3) acres described as commencing at the Northwest (NW) corner of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Eight (8), Township Twenty-nine (29), Range Thirty-two (32), South 408 feet, East 580 feet to right of way of Carthage and Western Railway Company, westerly along right of way line until it intersects west line, running north and south, of Northeast Quarter (NE/4) of Southwest Quarter (SW/4) of Northwest Quarter (NW/4) of said Section, South 102 feet to beginning; and the South half (S/2) of the Northeast Quarter (NE/4), except the East Ten (10) acres thereof, and all of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4), all in Section Eight (8), Township Twenty-nine (29), Range Thirty-two (32), Jasper County, Missouri;

that at the time of the purchase of the above described land he acquired by assignment a mining lease executed on the 22nd day of April, 1927, by and between E. D. Smith and L. N. Inman of Joplin, Missouri, Chris Christopherson of Wolsley, South Dakota, and R. A. Mooneyham of Carthage, Missouri, as first parties, and A. O. Nichols of Joplin, Missouri, as second party, covering a part of the property hereinabove described; and a certain mining lease executed on the 22nd day

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SUPERFUND RECORDS

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of April, 1927, by and between E. D. Smith of Joplin, Missouri, and A. O. Nichols of Joplin, Missouri, covering a part of the property hereinabove described; that said mining leases were, and had been prior to the acquisition thereof by this

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affiant, abandoned and the said owners of the said mining leases had no claim thereunder, but that in order to clear the title to the property hereinabove described then being purchased by him, this affiant obtained and secured assignments of said mining leases to himself; that said leases are now null and void and of no effect, and are in the possession of this affiant and no claim is or can be made under said mining leases, and said leases in fact no longer exist as leases upon the above described property.

FURTHER Affiant sayeth not.

Frank Childress.

Subscribed and sworn to before me, the undersigned Notary Public within and for said County and State, this 20th day of April, 1940.

My commission expires Sept. 9, 1942.

(SEAL)

Margaret McDonald, Notary Public.

Filed for Record this 6th day of May, 1943, at 12 o'clock 01 minute P. M.

Ray Hawley

RECORDER

SURRENDER OF MINING SUB-LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by reason of an assignment dated the 14th day of April, 1937, executed by Frank Childress and Minnie H. Childress, the Eagle-Picher Mining & Smelting Company acquired certain mining leases covering various tracts of land including the real estate hereinafter described; and,

WHEREAS, after said assignment, the Eagle-Picher Mining & Smelting Company, a corporation, did, on the 1st day of April, 1938, execute a mining sub-lease to Fred Childress on the following described property, to-wit:

All of the South Half of the Southeast Quarter of the Northwest Quarter, and the East Half of Southwest Quarter of the Northwest Quarter, of Section Eight (8), Township Twenty-nine (29), Range Thirty-two (32), except three (3) acres described as

Commencing at the Northwest corner of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 8, South 403 feet, East 580 feet to the right-of-way of Carthage and Western Railway Company, westerly along right-of-way line until it intersects west line, running north and south of Northeast Quarter of Southwest Quarter of Northwest Quarter of said Section, South 102 feet to beginning; and

The South Half of the Northeast Quarter, except the east ten (10) acres thereof; and all of the Northeast Quarter of the Southeast Quarter; all in Section eight (8), Township Twenty-nine (29), Range Thirty-two (32);

and,

WHEREAS, on the 2nd day of August, 1938, the said Fred Childress, with the approval of the Eagle-Picher Mining & Smelting Company, assigned said mining sub-lease to W. E. Henderson, Ora Black and Frances R. Murdock; and,

WHEREAS, the Eagle-Picher Mining & Smelting Company did, on the 9th day of September, 1939, surrender, release, set over,

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transfer and quit claim unto Frank Childress all of its right, title and interest of whatever kind and character in and to the mining lease which was the subject of the assignment dated the 14th

day of April, 1937, which said mining lease covered the above and foregoing described property; and,

WHEREAS, the said Fred Childress, W. E. Henderson, Ora Black and Frances R. Murdock are desirous of surrendering and quit claiming all of their right, title and interest, of whatever kind and character, in and to the said mining sub-lease executed by Eagle-Picher Mining & Smelting Company on the 1st day of April, 1938, to the said Fred Childress.

NOW THEREFORE, in consideration of the release of further obligation under the terms of said mining sub-lease hereinabove referred to, and in consideration of the release from the requirements of said mining sub-lease, the said Fred Childress, W. E. Henderson, Ora Black and Frances R. Murdock have and hereby do re-assign, transfer, set over, convey, surrender and quit claim unto Frank Childress, his heirs and assigns, all of their right, title, interest and estate, of whatsoever kind or character in and to said mining sub-lease executed on the 1st day of April, 1938, by the Eagle-Picher Mining & Smelting Company to the said Fred Childress, which said sub-lease was assigned as hereinabove set forth by the said Fred Childress on the 2nd day of August, 1938, to the said W. E. Henderson, Ora Black and Frances R. Murdock.

TO HAVE AND TO HOLD THE SAME insofar as the said Fred Childress, W. E. Henderson, Ora Black and Frances R. Murdock may have had any interest in said sub-lease or assignment thereof.

IN WITNESS WHEREOF, the said Fred Childress, W. E. Henderson, Ora Black and Frances R. Murdock have hereunto set their hands and seals this 19th day of September, 1939.

F. J. Childress
Ora Black
W. E. Henderson
Frances R. Murdock

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STATE OF MISSOURI)
COUNTY OF JASPER) ss

On this 19th day of September, 1939, before me appeared Fred Childress, to me personally known, who, by me being duly sworn, did say that he executed the above and foregoing surrender of mining sub-lease, and acknowledged that said instrument was his free act and deed, executed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires August 29, 1942.

(SEAL)

Ruby M. Campbell, Notary Public

STATE OF MISSOURI)
COUNTY OF JASPER) ss

On this 19th day of September, 1939, before me appeared W. E. Henderson, Ora Black and Frances R. Murdock, to me personally known, who, by me being duly sworn, did say that they executed the above and foregoing surrender of mining sub-lease, and acknowledged that said instrument was their free act and deed, executed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires August 29, 1942.

(SEAL)

Ruby M. Campbell, Notary Public

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Filed for Record this 6th day of May, 1943, at 12 o'clock 03 minutes P. M.

SURRENDER OF MINING LEASES

RECORDED

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KNOW ALL MEN BY THESE PRESENTS: That,

Whereas, by reason of an Assignment dated the 14th day of April, 1937, from Frank Childress and Minnie H. Childress, The Eagle-Picher Mining and Smelting Company acquired through various mining leases and other contracts the mining rights as set out in said contracts, in and to:

The South Half of the Southeast Quarter of the Northwest Quarter; and the East Half of the Southwest Quarter of the Northwest Quarter, of Section Eight (8), Township Twenty-nine (29), Range Thirty-two (32), except 3 acres described as commencing at the Northwest corner of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 8, South 408 feet, East 580 feet to right-of-way of Carthage and Western Railway Company, westerly along right of way line until it intersects west line, running north and south, of Northeast Quarter of Southwest Quarter of Northwest Quarter of said Section, south 102 feet to beginning; and South Half of the Northeast Quarter of the Northwest Quarter of Section Eight (8), Township Twenty-nine (29), Range Thirty-two (32), except 3 acres off the South side thereof, and except 4 acres off the East end thereof, and excepting a tract described as follows: Beginning 40 rods south and 570 feet west of the Northeast corner of the Northwest Quarter of said Section Eight (8), Township 29, Range 32, running thence west 400 feet, thence south 34 rods, thence east 400 feet, and thence North to beginning; and South Half of the Northeast Quarter, except the east Ten acres thereof; and all of the Northeast Quarter of the Southeast Quarter, all in Section Eight (8), Township Twenty-nine (29), Range Thirty-two (32); all in Jasper county, State of Missouri;

said Assignment providing that in the event said Eagle-Picher Mining and Smelting Company should desire to be relieved from the performance of any or all of said contracts or leases in said assignment conveyed, it might execute a surrender in writing of any such contracts or leases back to the said Frank Childress, his heirs or assigns, and thereby be relieved from any further obligation thereunder; and, whereas, the said Eagle-Picher Mining and Smelting Company does desire to be relieved from the performance of the requirements of said contracts and leases and be relieved from obligation thereunder;

Now, Therefore, in consideration of the release from further obligation, as set out in said Assignment hereinabove described, to comply with the requirements of said mining leases and contracts, which release is evidenced by the acceptance hereof by said Frank Childress endorsed hereon, The Eagle-Picher Mining and Smelting Company has and does hereby re-assign, transfer, set-over, convey and surrender and quit-claim unto Frank Childress, his heirs and assigns, all of its right title, interest and estate, whatsoever, in and to said contracts and leases, and in and to said lands hereinbefore described.

To Have and to Hold the same, insofar as The Eagle-Picher Mining and Smelting Company may have had any interest therein, during the unexpired terms of said leases and contracts, without warranty of title except as against any claims made or asserted by said Eagle-Picher Mining and Smelting Company, its successors or assigns.

Executed by said Assignor, this 9th day of September, 1939.

Attest:

John Campbell,
Assistant Secretary.



THE EAGLE-PICHER MINING AND SMELTING COMPANY
By Geo. W. Potter, Vice-President.

STATE OF MISSOURI)
COUNTY OF JASPER) ss

On this 9th day of September, 1939, before me appeared Geo. W. Potter, to me known, who, being by me duly sworn, did say that he is the Vice-President of the Eagle-Picher Mining and Smelting Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Geo. W. Potter acknowledged said instrument to be

the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

My commission expires June 26th, 1940. (SEAL) Emma Quinly, Notary Public.

ACCEPTED, this 11 day of September, 1939. Frank Childress.

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Filed for Record this 6th day of May, 1943, at 12 o'clock 07 minutes P. M.

Ray Hawley

RECORDER

STATE OF MISSOURI)
COUNTY OF JASPER)ss

A F F I D A V I T

Frances R. Murdock, being first duly sworn, upon her oath deposes and states that she is a resident of Joplin, Jasper County, Missouri, and is now employed in the office of Frank Childress in the Miners Bank Building in said city; that she is one of the co-partners with W. E. Henderson and Ora Black who executed a sub-lease to John Lewellen in August, 1938, on the following-described property, to-wit:

A plot of ground six hundred (600) feet square located in and being a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight, Township Twenty-nine, Range Thirty-two, in Jasper County, Missouri,

for a term ending subject to the provisions of said mining sub-lease on April 1, 1946; that this affiant and her co-partners obtained their sub-lease on the foregoing property from Fred Childress, who had obtained his lease from the Eagle-Picher Mining and Smelting Company; that this affiant knows that the lease held by the Eagle-Picher Mining and Smelting Company is the first lease obtained upon the property hereinabove described by Frank Childress and J. G. Shelton and by them assigned to the Eagle-Picher Mining and Smelting Company; this affiant further states that after the execution by her and her co-partners of a sub-lease on the property hereinabove described to the said John Lewellen, the said John Lewellen assigned a three-fourths ($\frac{3}{4}$) interest therein to John D. Mayes, Mat Chuck and J. B. Cook on the 25th day of August, 1938; this affiant further states that the said John Lewellen and his partners failed to comply with the terms of said sub-lease, as provided for in said sub-lease, and that she and her co-partners

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did, early in the year 1939, serve a notice of forfeiture on the said John Lewellen and his partners, and thereafter the said John Lewellen and his partners surrendered possession of said property, and their interest in said property was forfeited; that so far as this affiant knows, they now have no interest in and to the property hereinabove described; that thereafter and on the 19th day of September, 1939, this affiant, together with her co-partners, W. E. Henderson and Ora Black, and Fred Childress surrendered all of their right, title and interest to Frank Childress in and to any mining leases or sub-leases covering the property hereinabove described. This affiant further states that she knows of her own personal knowledge that on the 9th day of September, 1939, the said Eagle-Picher Mining and Smelting Company surrendered all of its right, title and interest in and to the mining leases theretofore assigned to it by Frank Childress on the property hereinabove described back to the said Frank Childress.

Further affiant sayeth not.

Frances R. Murdock.

Subscribed and sworn to before me this 17th day of April, 1940

My commission expires Sept. 9, 1942. (SEAL) Margaret McDonald.

Filed for Record this 6th day of May, 1943, at 12 o'clock 09 minutes P. M.

Ray Hawley

RECORDER